

EXHIBIT B

PARAMOUNT ACCEPTANCE

4725 S. Holladay Blvd. Suite 100
Holladay, UT 84117
1-800-316-4444
www.ParamountAcceptance.com

SERVICING RETAIL INSTALLMENT AGREEMENTS

This AGREEMENT entered into on the 11 day of September 2009 is made by and between Global Fitness Holdings, LLC DBA Urban Active, (hereinafter sometimes referred to as the "COMPANY"), and, FEDERAL RECOVERY ACCEPTANCE, INC., D/B/A PARAMOUNT ACCEPTANCE, a corporation organized, existing, and in good standing under the laws of the State of Utah (hereinafter referred to as "CONTRACTOR").

ENGAGEMENT AND FEES

COMPANY engages CONTRACTOR for a fee determined as 5.8% of COMPANY'S Visa/MC transactions, 5.8% of non-bank cards (Amex, Disc, etc.), 3.8% on ACH receipts, 2% of client received payments/paid to client, and 6% of mail in payments including cash down payments and cash sales. This pricing applies to all locations currently with Paramount Acceptance until all conversions to Paramount Acceptance are completed as of December 1, 2009. As of December 1, 2009, all locations subject to this agreement shall be subject to the pricing set forth in the "Engagement and Fee" section of the "New Location" agreement. New locations will be added under that certain servicing retail installment agreements between CONTRACTOR and COMPANY, dated as of September 4, 2009 and covering the locations of COMPANY not currently subject to this agreement (the "New Location" agreement). All current gym memberships will remain with Paramount Acceptance until at least April 2010.

CONTRACTOR'S DUTIES

With respect to servicing membership accounts receivable, CONTRACTOR will process membership contracts; review, verify, or confirm the validity of a sample of membership contracts received; reconcile the membership contracts with the COMPANY's day sheets or similar control, issue initial membership cards, greeting letters, payment booklets, computer identification, or the like as applicable; initiate electronic funds transfers (EFT's) and receive and process payments; track payments and delinquencies, with computer-generated reminders, telephone calls, or other correspondence during the first 119 days of delinquency, respond to consumer inquiries regarding their account, cooperate at the end of such 119 day delinquency period in turning such account over to a collection agency, attorney, or other third party upon standards determined by the COMPANY and provide reports of all such activities to the COMPANY. Accounts turned over to CONTRACTOR after 119 day delinquency period will be assessed a 30% fee based on the total amount collected by CONTRACTOR. CONTRACTOR will set up one or more separate suspense or trust accounts for the COMPANY into which all funds that it receives on behalf of the COMPANY will be deposited.

COMPANY may request that CONTRACTOR provide on-site training, software enhancements, and other services at which time COMPANY and CONTRACTOR will determine what additional fee will be paid for such services.

WARRANTY AND INDEMNITY

COMPANY and its officers represent and warrant that all of its contracts delivered to or received by the CONTRACTOR have been duly executed in the normal course of business and to the best of their knowledge are enforceable according to their terms. COMPANY is responsible to ensure that its sales practices, business conduct and practices, and membership contracts comply with Federal and State law. COMPANY agrees to indemnify and defend CONTRACTOR in the event that any claims, cause or action or litigation arises out of the enforceability of any contract. CONTRACTOR reserves the right to transfer funds between facility locations (i.e. client numbers), of the same guarantor to cover debt balances that may occur.

TERM

CONTRACTOR or COMPANY may terminate this Agreement at any time for any reason upon 45 day prior written notice but in no event earlier than June 30, 2010. If COMPANY terminates this agreement CONTRACTOR shall be entitled to its cost of providing additional information or reports for the transfer of data to the COMPANY or its agent such cost not to exceed \$2500. Funds may be held during such period to offset returned payments or extra fees.

EXTRA PAYMENT

CONTRACTOR has established its fee based upon a certain quality and quantity of membership accounts receivable. Should such basis change, or conditions change, CONTRACTOR may require additional compensation to make the performance of its duties reasonably possible.

Paramount reserves the right to add the following fees to the account balance should any of the following events occur: consumer call-in/write-in, (one-time credit card payments) 9.5% of each scheduled payment processed and customer call-in/write-in, (one-time ACH payments) 5.5% of each scheduled payment processed. Automatic re-clear of NSF check, credit card, or draft = \$7.50, unpaid EFT draft = \$20.00, unpaid credit card debit = \$20.00, unpaid credit card charge back = \$25.00, unpaid customer check = \$25.00. Scheduled payments received more than ten (10) days after the due date are assessed a late fee, scheduled payment amount less than \$25.00 = \$10.00 late fee, scheduled payment amount \$25.00 or more = \$15.00 late fee. COMPANY requested refunds will be assessed \$5 charge per scheduled payment refunded. Fees are subject to appropriate state and federal law.

INDEPENDENCE

From time to time the CONTRACTOR may suggest the implementation of changes which it considers will improve the quality or quantity of membership receivables or otherwise provide enhancements to the profitability of the same. CONTRACTOR provides and retains the right to contract for similar services with other businesses or individuals.

EMPLOYEES AND SUBCONTRACTORS

All personnel supplied or used by CONTRACTOR to perform CONTRACTOR's duties under this Agreement will be deemed employees or subcontractors of the CONTRACTOR and will not be considered employees agents or subcontractors of the COMPANY for any purpose whatsoever. Persons directly employed by COMPANY or otherwise engaged by the COMPANY (even if so engaged upon CONTRACTOR's recommendation) or persons engaged in activities related to such direct employment or engagement are not CONTRACTOR's employees or subcontractors.

RESTRICTION

So long as this Agreement is in effect, or any obligation remains toward CONTRACTOR or its assigns, neither the COMPANY, its principal, his relatives, or any related or controlled business entity, will engage or be associated with a fitness center which is not subject to the terms of this Agreement, or similar Agreement with CONTRACTOR. Other business entities or individuals may by Agreement become subject to the terms of this Agreement by reference and compliance.

CONFIDENTIALITY

The COMPANY recognizes that CONTRACTOR is and will be engaged by other companies. Nothing herein will be construed to grant the COMPANY any exclusive right to any concepts or ideas generated or expressed by CONTRACTOR. However, the COMPANY will guard against it or its employees disseminating or otherwise disclosing such information to third parties which are not clients of CONTRACTOR. The COMPANY is encouraged and will share new concepts, ideas, and experiences with CONTRACTOR and other clients of CONTRACTOR.

WAIVER

Failure of either party anytime to require the other party's performance of any obligations under this Agreement will not affect the right to require performance of said obligation in the future. Any waiver by either party of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision.

ENFORCEMENT

This contract shall be governed by the laws of the State of Utah. In the event that either party hereto is successful in any legal action or the defense thereof with regard to this Agreement, there will be included in the judgment or decree the reasonable expenses and attorney's fees of the successful party. However, if the unsuccessful party had previously offered an amount in settlement which equals or exceeds the judgment or decree before the addition of expenses and attorneys' fees, then the judgment of the successful party will only include its expenses and attorney's fees occurring prior to such offer and will be reduced by the expenses and attorneys' fees of the unsuccessful party incurred after such offer. Under such formula, the judgment of the "successful" party may result in a net amount owing to the "unsuccessful" party.

ASSIGNMENT

The rights and obligations hereunder of the COMPANY will accrue to any person, firm or corporation which may succeed to its business by merger, purchase of assets, or otherwise, without release of obligation of the COMPANY hereunder.

AMENDMENT

This Agreement may not be amended or modified at any time and no provisions may be waived, except by an instrument in writing executed by the COMPANY and CONTRACTOR, or either of them in case of a waiver.

NOTICE

One party may make any notice required under this Agreement by providing written notice sent certified mail, return receipt requested to the other party addressed to the last known address with a copy to Paramount Acceptance, 4725 South Holladay Blvd. #100, Salt Lake City, Utah 84117.

COMPANY:

G-LOCAL FITNESS HOLDINGS, LLC
By: Denise L Tracy Date: 9/11/09
Printed Name: Denise L Tracy Title: CFO

CONTRACTOR:
FEDERAL RECOVERY ACCEPTANCE, INC. D/B/A PARAMOUNT
ACCEPTANCE

Jeanne B. Smith Date: 9-11-09
Authorized Officer